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8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
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11 THE LINCOLN NATIONAL LIFE
12 INSURANCE COMPANY, an Indiana
corporation,,

13 Plaintiff-in-Interpleader,

14 vs.

15 RICHARD HAHN, an individual; CYNTHIA
16 BALCOLM, an individual; and DOES 1-10,
inclusive,,

17 Defendants-in-Interpleader.
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CASE NO.: CV 09 3674 MHP

Judge Marilyn H. Patel

**~~PROPOSED~~ ORDER APPROVING
STIPULATION OF THE PARTIES FOR:**

- 1. DISTRIBUTION OF INTERPLEADED FUNDS;**
- 2. DISCHARGE AND DISMISSAL WITH PREJUDICE;**
- 3. AWARD OF ATTORNEYS' FEES AND COSTS TO THE LINCOLN NATIONAL LIFE INSURANCE COMPANY IN THE AMOUNT OF \$5,600; AND**
- 4. PERMANENT INJUNCTION**

[Filed concurrently with Stipulation]

Complaint Filed: August 11, 2009

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[PROPOSED] ORDER APPROVING STIPULATION FOR (A) DISTRIBUTION; (2) DISCHARGE AND DISMISSAL WITH PREJUDICE; (3) AWARD OF ATTORNEYS' FEES AND COSTS; AND (4) PERMANENT INJUNCTION

CASE NO. CV 09 3674 MHP

Having considered the Stipulation of Plaintiff-in-Interpleader, The Lincoln National Life Insurance Company ("Lincoln"), and Defendants-in-Interpleader Richard Hahn ("Hahn") and Cynthia Balcom ("Balcom"), (Hahn and Balcom are sometimes collectively referred to as "Defendants-in-Interpleader"), the Court ORDERS as follows:

1. That Lincoln and its agents are discharged of all liability with respect to the group policy of insurance, no. GL000010075917 issued by Lincoln to Knape & Vogt Manufacturing Co., of which Betty O'Connor (the "Deceased") was a certificate holder entitling her to life insurance coverage in the amount of \$30,000 (the "Policy"), and out of which the above-referenced interpleader action arises;

2. That Defendants-in-Interpleader and each of them, their agents, attorneys or assigns, are enjoined perpetually, restraining each of them, their agents, attorneys or assigns, from instituting any suit at law or equity, or any action of any kind whatsoever, against Lincoln, and its agents, with respect to the Policy or the proceeds of the Policy;

3. That Lincoln is dismissed from this action with prejudice as to all claims relating to the Policy proceeds and the Policy issued by Lincoln to Knape & Vogt Manufacturing Co., of which the Deceased was a certificate holder entitling her to life insurance coverage in the amount of \$30,000;

4. That Lincoln will receive its reasonable attorneys' fees and costs in the amount of \$5,600 which Lincoln was forced to incur in bringing the instant interpleader action, and which amount is to be paid from the Policy proceeds currently on deposit with this Court in the amount of \$30,230.14 (death benefit plus interest);

1 6. That, pursuant to the settlement reached between Defendants-in-Interpleader, Hahn
2 will receive seventy-five percent of the total benefit amount on the life of the Deceased (less
3 Lincoln's fees and costs) in the total amount of \$18,472.60, which is currently on deposit with the
4 Court registry; and

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6 7. That, pursuant to the settlement reached between Defendants-in-Interpleader,
7 Balcom will receive twenty-five percent of the total benefit amount on the life of the Deceased (less
8 Lincoln's fees and costs) in the total amount of \$6,157.54, which is currently on deposit with the
9 Court registry.

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11 **IT IS SO ORDERED.**

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13 Dated: 10/26, 2009

